

**This Page Is Inserted by IFW Operations
and is not a part of the Official Record**

BEST AVAILABLE IMAGES

**Defective images within this document are accurate representation of
The original documents submitted by the applicant.**

Defects in the images may include (but are not limited to):

- **BLACK BORDERS**
- **TEXT CUT OFF AT TOP, BOTTOM OR SIDES**
- **FADED TEXT**
- **ILLEGIBLE TEXT**
- **SKEWED/SLANTED IMAGES**
- **COLORED PHOTOS**
- **BLACK OR VERY BLACK AND WHITE DARK PHOTOS**
- **GRAY SCALE DOCUMENTS**

IMAGES ARE BEST AVAILABLE COPY.

**As rescanning documents *will not* correct images,
please do not report the images to the
Image Problem Mailbox.**



NON EXCLUSIVE LICENSE AGREEMENT

P1	Licensors:	ImagoImage Inc.
	Address:	2785 Mitchell Drive, Suite 110
	City:	Walnut Creek State: CA Zip: 94598
P2	Licensee:	Clear Choice MARKETING, INC.
	Address:	10920 Southern Loop Blvd.
	City:	Pineville State: NC Zip: 28134
P3	Licensed Patent Application:	Image Display Apparatus
P4	Date:	9-16-93
P5	Royalty Rate :	Two and one half percent (2.5%)
P6	Royalty Rate :	Two and one half percent (2.5%)
P8	Initial Payment:	Fifty thousand dollars (\$50,000.00)
P11	Minimum Annual Royalty:	Twelve thousand dollars (\$12,000.00)
P12	Territory:	United States of America
P13	Term:	Expiration Date of the Last to Expire Patent.
P15	Field of Use:	Not Applicable
P17	Quantity of Samples:	

EXHIBIT 3

MS
9-17-93

EXCLUSIVE LICENSE A REEM

This agreement is effective on the DATE (P4) and is entered into by and between LICENSOR (P1), and LICENSEE (P2).

RECITALS

Licensor represents that it is the owner or has the right to license the entire right, title and interest in and to the Licensed Patent Application (P3) and any Division, Continuation, Continuation-in-part Patent Application based on (P3) or any patent to issue therefrom (hereinafter "Licensed Patent Rights");

Licensee is desirous of acquiring a non-exclusive right and license in the Territory to make Licensed Devices and to sell Licensed Devices only to exclusive and non-exclusive licensees under the Licensed Patent Rights who have been granted the right and license only to use, rent and sell Licensed Devices and to non-exclusive licensees who have been granted the right and license to use Licensed Devices. "Licensed Device" shall mean an advertising device made in accordance with a claim in the Licensed Patent Rights and made in accordance with a claim of any patent application based upon the subject matter of the Licensed Patent Application;

Licensor is willing to grant such non-exclusive license upon the terms hereinafter set forth, and Licensee desires to receive such a license under such terms;

Licensor has or controls certain confidential information and trade secrets, hereinafter "the Know-How", including engineering and technical data, manufacturing data, designs, skills, methods, procedures, facilities, and other information in the manufacture, sale, distribution and use of Licensed Devices;

Licensor is willing to convey to Licensee and Licensee desires to receive a non-exclusive license to use the Know-How subject to the terms and conditions hereinafter set forth;

Now, therefore, in consideration of the foregoing, and of the mutual covenants, terms and conditions hereinafter expressed, the parties hereto agree as follows:

ARTICLE 1 - GRANT

1.1 Licensor hereby grants to Licensee, a non-exclusive, non-transferable right and license, without the right to sublicense, to make Licensed Devices and to sell Licensed Devices only to exclusive and non-exclusive licensees (hereinafter, the Selling Licensees and User Licensees) who have been granted the right to use and sell, or use, Licensed Devices, the grant under this section 1.1 being effective throughout the TERRITORY (P12), and Licensor further grants to Licensee a non-exclusive right and license to use the Know-How in the TERRITORY (P12). Licensor shall inform Licensee from time to time of the names and addresses of the Selling Licensees.

1.2 It is expressly understood that no license or right is hereby granted, by implication, estoppel, or otherwise, under any proprietary rights, Know-How, patent applications or patent rights not specifically identified herein.

1.3 Licensor shall furnish Licensee a disclosure of the Know-How after execution of this agreement.

EXHIBIT 3

PS
9-17-93

ARTICLE 2 - ROYALTY

- 2.1 Licensee shall pay to Licensors, upon execution of this Agreement, an INITIAL PAYMENT (P8) for the above grant of rights under the Licensed Patent Rights, and for the above grant of rights under the Know-How.
- 2.2 For the Licensed Patent Rights granted hereunder, Licensee shall pay Licensors a MINIMUM ANNUAL ROYALTY (P11), payable monthly, the first minimum royalty payment being due on a pro rata basis at the end of the first month following the date of execution of this Agreement, and at the end of every month thereafter.
- 2.3 Licensee shall pay earned royalties for the above grant under the Licensed Patent Rights to Licensors at the RATE (P5) of the Net Selling Price (as "Net Selling Price" is defined in section 2.5) of all Licensed Devices sold or otherwise disposed of.
- 2.4 Licensee shall pay earned royalties for the above grant under the Know-How to Licensors at the RATE (P6) of the Net Selling Price of all Licensed Devices sold or otherwise disposed of. This Agreement shall remain in force as long as Licensee continues to use the Know-How with respect to Licensed Devices.
- 2.5 The term "Net Selling Price" means the gross invoiced amount, less any customary discounts, and sales and use taxes at which Licensed Devices are sold by Licensee, F.O.B. Licensee's plant. Royalties shall be payable, regardless of the terms of payment to Licensee by Licensee's vendees.
- 2.6 For the purpose of computing royalties hereunder, Licensed Devices shall be regarded as sold when they are billed out, or if not billed out, when they have been shipped from Licensee's premises.
- 2.7 For the purpose of computing royalties as referred to in section 2.3 and 2.4 of this Agreement, each year of the Agreement shall be divided into calendar months. Within 30 days after the end of each month, Licensee shall submit to Licensors a written report setting forth the number of Licensed Devices sold during the preceding month and also showing the Net Sales Price of such Licensed Devices. Remittance by Licensee for the full amount of royalties due for such month shall accompany such reports. Licensee agrees to keep complete and correct account of the number and sales prices of said Licensed Devices, and Licensors or his Representative shall have the right to examine the books of account of Licensee at all reasonable times to the extent and insofar as it is considered necessary by Licensors or its representative to verify the accuracy of the above mentioned reports.
- 2.10 Licensors shall hold strictly confidential all information of Licensee concerning royalty payments and reports and all information of Licensee learned in the course of any audit hereunder, except when it is necessary for Licensors to reveal such information to enforce its rights under this Agreement.
- 2.11 In the event of termination of this Agreement, for any reason whatsoever, Licensee agrees to permit Licensors, his auditors, accountants, or agents to inspect all records and books of Licensee and to investigate generally, all transactions of business carried on by Licensee pursuant to Licensed Devices and this Agreement and the License hereby granted for a period of six (6) months after such termination.

EXHIBIT 3

20
9-17-93

ARTICLE 3 - GRANT F NEW LIC

3.1 If Licensee requests Licensor to grant a non-exclusive license to prospective Licensee who is desirous of obtaining a License to use and sell Licensed Devices in any field of use, Licensor will not unreasonably withhold such a License but Licensor will have sole discretion as to the terms and issuance of such a License.

ARTICLE 4 - INFRINGEMENT BY THIRD PARTIES

4.1 Licensee agrees to keep watch over the Territory during the term of this Agreement to detect any infringements of any patent to issue from the Licensed Patent Rights. Upon discovery of any such infringement, Licensee shall promptly notify Licensor about such infringement.

4.2 If a bona fide infringement of a patent issuing from the Licensed Patent Rights is determined to have occurred and/or is still occurring, Licensee will so inform Licensor of the infringement. Licensor shall thereupon have the exclusive right to determine appropriate action to abate the infringement and will inform all selling licensees and all other non-exclusive licensees who have been granted the right to make and sell Licensed Devices (hereinafter, the Manufacturing Licensees) of the infringement. Should Licensor at its sole discretion, determine that abatement action requires Licensee contribution towards the fees, costs and expenses of such an action, then Licensee hereby agrees to contribute, with all selling licenses and all other manufacturing licensees, to all fees, costs and expenses of prosecuting the action and in pursuing any appeal and to a final judgement. The amount of the contribution shall be based upon the selling and manufacturing Licensees' pro rata share of total purchase price and net sales, respectively, of the Licensed Devices purchased by the selling licensees and sold by the manufacturing licensees during the preceding twelve (12) months, or if the License under this Agreement is granted less than twelve (12) months prior to any action, then in proportion thereof. In the event that Licensees contribution under this formula exceeds five percent (5%) of the total contributions, then Licensees contribution shall be limited to a maximum of five percent (5%). Should this limit cause a shortfall in the total contribution required, the Licensor shall contribute the difference. Contributions for use in prosecuting the action shall be paid to Licensor promptly upon written request by Licensor. The total contribution of all licensees will be ninety-five percent (95%) of fees, costs and expenses and the Licensor will contribute five percent (5%) of fees, costs and expenses. Awards resulting from such actions will be paid to contributing Licensees in proportion to their share of the contribution made to prosecute said action.

ARTICLE 5 - CONSULTING SERVICES

5.1 Upon the request of Licensee, Licensor agrees to render assistance to Licensee in connection with Licensed Devices by furnishing consulting services at the premises of Licensee of one of Licensor's staff for three (3) consecutive days at no labor charge, but plus expenses, during the first year of this Agreement.

5.2 Licensee agrees to pay to Licensor a consulting fee for the time devoted by a consultant beyond the three (3) day period of section 5.1 in rendering services to Licensee and for the time necessarily spent in travel to and from Licensee's place of business. The consulting fee shall be computed at the rate of one thousand Dollars (\$1,000) per day plus expenses at no more than ten (10) working days per year for the first five (5) years of this Agreement and thereafter at a daily labor fee to be mutually agreed upon.

EXHIBIT 3

720
9-17-13

ARTICLE 6 - KNOW-HOW KEPT CONFIDENTIAL

6.1 Licensee agrees to treat the Know-How as confidential matter, except as to such matter that may become generally known to the public through no fault of Licensee and Licensee further agrees to use the Know-How solely and exclusively in the manufacture and sale of Licensed Devices pursuant to this Agreement.

ARTICLE 7 - PROMOTION OF LICENSED DEVICES

7.1 Licensee agrees to use the legend "Patent Pending" on Licensed Devices made before issuance of the Patent, and after issuance of such a Patent, to attach to some part of each Licensed Device manufactured by it under this Agreement, a permanent label, tag, embossment, or plate having printed thereon the word "Patented" and the number of the patent, or patents, the patent numbers being furnished from time to time by Licensor.

7.2 Licensee acknowledges that Licensor has granted, concurrently herewith, a Trademark License Agreement, attached hereto as Exhibit A, by means of which the mark ImagoImage (hereinafter, the Mark) is licensed for use on Licensed Devices by Licensee under the Trademark License Agreement.

7.3 Licensee shall apply the Mark to all Licensed Devices made and sold by it unless the Licensee receives written notification from a selling licensee advising that the selling licensee assumes the responsibility of affixing the Mark to Licensed Devices.

7.4 When Licensee affixes the Mark, so as to be prominently displayed, the following legend shall be affixed to such Licensed Devices manufactured by it under this Agreement: ImagoImage - the mark "ImagoImage" is owned by ImagoImage Inc., Walnut Creek, California, USA.

7.5 Licensee shall apply the Mark only to Licensed Devices which have been manufactured in accordance with the standards of quality in materials, design, workmanship, use, advertising and promotion as set forth in the Trademark License Agreement.

7.6 Licensor shall have the right at any time to conduct during regular business hours an examination of Licensed Devices manufactured by Licensee (including those assembled or tested) at Licensee's facilities to determine compliance of such Licensed Devices with Licensor's standards.

7.7 If at any time such Licensed Devices shall, in the sole opinion of Licensor, fail to conform with the standards of quality in materials, design, workmanship, use, advertising and promotion, Licensor or its authorized representative shall so notify Licensee. Upon such notification, Licensee shall promptly cease to sell such nonconforming Licensed Devices until Licensor's standards of quality have been met to the satisfaction of Licensor.

7.8 Licensee agrees to furnish to the Licensor, a QUANTITY OF SAMPLES (P17) of every Licensee-manufactured production batch of each model or version of the Licensed Devices, upon request by Licensor.

ARTICLE 8 - DEFENSE AGAINST INFRINGEMENT OF THIRD PARTY PATENT

8.1 If Licensee or any customer of Licensee shall be charged with or sued for infringement of a U.S. Patent relating to Licensed Devices, Licensee will promptly notify Licensor of the name and address of the person or company asserting the charge of infringement. Licensee and Licensor shall cooperate in

EXHIBIT 3

720 9-17-9

th dispositi n of th cl je of infringing m nt and wi confer as to the defense to be used, and Licensor may, at its opti n and discretion, und rtak the d fense ther of at no cost to Licens .

ARTICLE 9 - IMPROVEMENTS

9.1 The Agreement herein extends to future improvements in the field of use and subject matter of the Licensed Devices which are wholly owned, acquired, or controlled by Licensor; and Licensor hereby Licensee a License to make and sell such improvements (hereinafter "Improvement License") in the Territory under the same terms and conditions as defined in this agreement and Licensee hereby accepts said Improvement License under the same terms and conditions as defined in this agreement. Licensor will, during the period of this Agreement, promptly disclose to Licensee, from time to time, each such improvement. It is mutually understood and agreed that any inventions or improvements conceived, developed and reduced to practice solely by an agent of Licensor or whose ownership is acquired by Licensor during the term of this Agreement shall belong to Licensor and Licensor shall own the exclusive right, title, and interest thereto.

9.2 As used herein, the term "improvement" shall mean any part or combinati n of parts or a method of using or manufacturing either of the foregoing, the use of which affects Licensed Devices in any one or more of the following ways: reduces production costs, improves performance, increases service life, improves appearance, provides alternate methods of manufacture, or any combination thereof.

9.3 If Licensee obtains a patent for an invention pertaining to the subject matter claimed in the Licensed Patent Rights, Licensee agrees to grant and her by grants to Licensor the right of first refusal to purchase the patent under conditions substantially the same as the conditions under this Agreement.

9.4 It is mutually understood and agreed that any improvements developed by Licensor and Licensee jointly and any Patent that is granted thereon, shall be the joint property of Licensor and Licensee except as otherwise provided hereinafter.

9.5 The parties agree to file and prosecute jointly a U.S. patent application for any joint improvement. The expenses of preparing, filing and prosecuting each patent application to a condition of issuance of the patent or to a condition of final rejection of the claims of the patent application shall be shared equally by the parties hereto. Prosecution beyond such conditions of issuance or final rejection shall be subject to further timely discussion, and neither party shall be compelled to contribute to the expenses of further prosecution if such party does not desire to do so. If further sharing of xpenses relative to any Patent Application is discontinued by any one of the parties, the other party shall request and obtain a conveyance from the withdrawing party of all right, title and interest of the withdrawing party in and to the invention, the patent application and any patent granted thereon.

ARTICLE 10 - TERM AND TERMINATION OF AGREEMENT

10.1 The TERM (P13) of this Agreement shall be from the effective date hereof to the expiration date of the last to issue patent maturing from the Licensed Patent Rights or any Improvements (as Improvement is defined in section 9.2) or for the period during which Licensee is still using the Know-How, whichever is longer.

10.2 Lic nsee r s rv s the right to terminat this Agreement and be relieved of further obligations hereund r, exc pt for royalty payments for Know-How,

EXHIBIT 3

NS 9-n-93

should all claims of the right to issue patent issued from the Licensed Patent Rights or any Improvements (as Improvement is defined in section 9.2) be declared invalid by a court of final jurisdiction.

10.3 It is understood and agreed that Licensee may cancel this Agreement at any time after five (5) years from the date hereof by giving to Licensors six (6) months notice in writing.

10.4 If one party hereto shall at any time commit any breach of any covenant, warranty or agreement herein contained and shall fail to remedy any such breach within thirty (30) days after written notice thereof by the other party, such other party may at its option, in addition to any other remedies that it may be entitled to, cancel this Agreement by giving sixty (60) days notice in writing to such effect.

10.5 If Licensee shall become insolvent or shall make any assignment for the benefit of creditors, or if Licensee is adjudged a bankrupt, or if a receiver or trustee of Licensee's property shall be appointed, this Agreement shall thereupon automatically terminate.

10.6 In the event of acts of God or the public enemy, or strikes, fire, flood, or control exercised by the government of the United States or any state thereof, any of which is beyond the control of Licensee and which render performance under this Agreement impossible for Licensee, the failure of Licensee to perform on that account shall be excused so long as the parties agree that such conditions continue to exist and the minimum royalties called for in section 2.2 shall not be required during such period or periods of inability to perform.

ARTICLE 11 - ARBITRATION

11.1 Any controversy or claims arising out of or relating to this contract or breach thereof, including any dispute relating to the patent validity or infringement arising under this agreement shall be settled by arbitration in accordance with the patent arbitration rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrators shall be entered in a court having jurisdiction thereof.

ARTICLE 12 - WARRANTIES

12.1 Licensors make no representations or warranties, expressly or impliedly, with respect to the Licensed Devices or any materials derived therefrom, and with respect to any proprietary rights or any Licensed Devices or any licensed processes. By way of example but not of limitation, Licensors make no representations or warranties of commercial utility, merchantability or fitness for any particular purpose, or that the Licensed Devices or the proprietary rights will not infringe any patent, copyright, trademark, other proprietary or property rights of others. Licensors expressly disclaim any warranty that the materials are free from the rightful claims of any third party. Licensors shall not be held to any liability with respect to any claim by a third party on account of, or arising from, the use of the Licensed Devices or the manufacture, use or sale of any materials derived therefrom or derived from the Licensed Devices or any licensed processes.

ARTICLE 13 - INDEMNIFICATION

13.1 Licensee will defend, indemnify and hold Licensors, its managers, directors, officers, employees, inventors and agents (collectively the "Indemnified Parties") harmless against any and all liability, loss, damage, claim or expense (including attorney's fees) (collectively the "Indemnified

Losses") arising out of or in connection with this Agreement, including, without limitation, Indemnified Losses resulting from any use, sale or other disposition by Licensee, its affiliates, vendors, customers or other third parties, materials derived therefrom or from which any Licensed Devices are derived or any Licensed Devices or any licensed processes. As an example, and in no way limiting the generality of the foregoing, Licensee will indemnify and hold the Indemnified Parties harmless against any and all Indemnified Losses resulting from the use by a third party of Licensed Devices or any licensed processes manufactured, sold or disposed of by Licensee, its affiliates including product liability claims, or resulting from a claim by a third party that Licensee or its affiliates, manufacture, sell or otherwise dispose of the Licensed Devices, or other materials derived therefrom or from which the Licensed Devices are derived or that any Licensed Device or any licensed process infringes any patent or intellectual property right of such third party. Licensee agrees to pay promptly to the Indemnified Parties the amount of all liability, loss, damage, claim, or expense to which the foregoing indemnity relates. The indemnification rights of Licensors contained herein are in addition to all rights which the Indemnified Parties may have hereunder at law or in equity or otherwise. As examples, and in no way limiting the generality of the foregoing, Licensee will indemnify and hold harmless the Indemnified Parties against any and all Indemnified Losses resulting from, arising out of or relating to:

- (i) product liability claims of any nature;
- (ii) claims arising from failure to obtain any required license, clearance or other approval necessary to use, market or manufacture the Licensed Devices;
- (iii) claims arising from the failure to comply with all governmental regulations relating in any way to the Licensed Devices;
- (iv) any use, sale or other disposition by Licensee, its affiliates, vendors, customers or other third parties of the Licensed Devices, any licensed processes and/or any materials derived therefrom;
- (v) Licensee's breach of this Agreement; and
- (vi) Licensee agrees to pay promptly to the Indemnified Parties the amount of all such Losses to which the foregoing indemnity relates. The indemnification rights of Licensors contained herein are in addition to all rights which Licensors may have at law or in equity or otherwise. This indemnity shall survive termination or expiration of this Agreement.

ARTICLE 14 - INSURANCE

14.1 Licensee shall maintain comprehensive general liability insurance which shall insure against no less than the following risks: bodily injury, personal injury, liability, property damage and products liability, such other types of insurance considered reasonable and prudent given the types of risks involved in the development, pre-commercialization and commercialization of the Licensed Devices and any licensed processes. The liability limits on such insurance shall be reasonable for the risks involved. Licensee shall maintain such coverage with third party commercial insurance carrier(s) rated A or better. Licensee shall cause Licensors to be named as an additional insured on all such policies. Licensee shall provide Licensors with copies of the endorsements to such policies naming Licensors as an additional insured. Licensee shall instruct its insurance carriers providing such coverage to notify Licensors in writing of any material change in coverage provided by such policies. To the extent Licensee is awarded a business interruption insurance award which provides for lost profits, Licensee shall pay to Licensors reasonable royalties for the period of the award which payment shall be based upon projections of sales of Licensed Devices and any Licensed processes and the history of royalties paid hereunder for such sales.

ARTICLE 15 - MISCELLANY

EXHIBIT 3

ns
9-17-93

15.1 The failure of it. party to enforce at any any provision of this Agreement shall not be considered a waiver of such provision.

15.2 Should any provision of this Agreement be held unenforceable or in conflict with the law of any jurisdiction, the validity of the remaining parts or provisions shall not be affected by such holding.

15.3 Neither this Agreement, nor any transaction under or relating to this Agreement, shall be deemed to create any agency, partnership, or joint venture between the parties hereto.

15.4 This Agreement embodies the entire understanding between the parties and there are no private representations, warranties, or agreements between the parties relating hereto, and this Agreement is executed and delivered upon the basis of this understanding.

15.5 This Agreement, or any interest herein, is assignable and transferable only by Licensor and shall inure to the benefit of Licensor, its legal representatives, administrators, and assigns.

15.6 This Agreement shall be construed and enforced, and the legal relations created herein shall be determined, in accordance with the laws of the State of California.

15.7 The parties hereto agree to execute and acknowledge and deliver all such further instruments, and to do all such other acts as may be necessary or appropriate to carry out the intended purpose of this Agreement.

15.8 All notices provided for in this Agreement shall be given in writing and shall be effective when either served by personal delivery or deposited, postage pre-paid in the United States Registered or Certified Mail addressed to the respective addresses as set forth above, or to such other address as either party may later specify by written notice to the other party.

In witness whereof, the parties have caused their names to be subscribed and have executed this Agreement in duplicate, each executed copy of which for all purposes to be deemed an original, and the parties hereto agree to be bound by the terms of this Agreement.

LICENSORDate: 9-17-93

Rooney Shields
ImagoImage Inc.
ROONEY SHIELDS
PRESIDENT

LICENSEEDate: 9/16/93

Clear Choice Realty, Inc.
(name) *Benjamin Wilson*
(title) *President*

ADDENDUM TO NON-EXCLUSIVE LICENSE AGREEMENT

THIS ADDENDUM made and entered into this 16th day of September, 1993, by and between ImagoImage Inc of 2785 Mitchell Drive, Suite 110, Walnut Creek, California 94598 and Clear Choice Marketing Inc. of 10920 Southern Loop Blvd., Pineville, NC 28134. The Nonexclusive License Agreement between the parties hereto dated the 16th day of September, 1993, be and is hereby modified and amended as follows:

1.1 The last sentence of paragraph 1.1 is amended to read as follows: "Licensor shall inform Licensee promptly of the names and addresses of the Selling Licensees".

1.1 Paragraph 1.1 is additionally modified by adding the following language: "The territory of this Agreement is hereby modified insofar as licensee may make and sell the product under the terms of this Agreement throughout the territory defined as the United States of America, and licensor further agrees that licensor will not grant other non-exclusive licenses to corporations whose primary business is silk screened printing in the states of Florida, North Carolina, South Carolina, Georgia, Alabama, Tennessee, or Mississippi, until after August 31, 1994. Notwithstanding the above, licensor reserves the right to appoint 3M Scotchprint Graphic Art Systems Printers in these states during this period."

4.2 The following is added as a new sentence at the end of paragraph 4.2: "Licensee shall be required to make such contribution if, and only if, all manufacturing and selling licensees are contractually obligated to contribute in a manner identical to this paragraph 4.2."

8.1 The following is added as a new sentence at the end of paragraph 8.1: "Licensor agrees to indemnify and hold licensee harmless from any and all damages and expenses (including attorney's fees) incurred by licensee resulting from any claims, demands, actions, or causes of action arising out of or in any way connected with alleged patent infringement of the patents defined in exhibit B. This indemnification and holding harmless shall extend to licensee, its officers, directors, agents, successors, and assigns (collectively the "indemnified parties"). Licensor, at its sole expense, shall provide a complete defense to the indemnified parties as to any such claim and shall have the right to control the defense of any such action. Should licensor fail to do so on a timely basis, the indemnified parties

MS
9-17-93
EXHIBIT 3

shall have the right to provide defenses and shall be entitled to reimbursement by licensor for any and all expenses incurred in such defenses (including, but not limited to, attorney's fees) in addition to licensor's other indemnity obligations hereunder."

10.2 Paragraph 10.2 is amended by adding the following additional sentence: "In the event no patent should be issued to licensor, this Agreement as well as the Trademark License Agreement executed by the parties hereto may be terminated by Licensee upon seven days written notice."

10.6 Paragraph 10.6 shall be amended by deleting the words "the parties agree that" contained in lines 5 and 6 of the paragraph 10.6.

12.1 Notwithstanding anything in this paragraph to the contrary, Licensor represents that (1) it is not aware of any patents which its pending patents, technology, or "know-how" infringe and (2) it is not aware of any patents which relate to the technology or "know-how" which is the subject of this Agreement and upon which no infringement analysis has been conducted.

ARTICLE 16 - CONFIDENTIALITY

16.1 Licensee agrees to treat the entire agreement, including this addendum, as confidential matter.

LICENSOR

ImagoImage, Inc. *Rodney Shields*

Name / Title Rodney Shields / President

Date October 17, 1993
September 17, 1993

LICENSEE

Clear Choice Marketing

Name / Title Ben Icard / President

Date *Ben Icard President*
9/20/93

SEP-14-93 TUE 11:0

ATIVE MINDS

11 57 43 5

P. 4

SEP 14 '93 11:41 TOWNSEND PALO ALTO 415-326-2422

P.1

FORM PTO-1449 (Modified)

LIST OF PATENTS AND PUBLICATIONS FOR
APPLICANT'S INFORMATION DISCLOSURE
STATEMENTAttorney Docket No.
14711-1Serial No.
08/081,728Applicant(s):
RODNEY M. SHIELDSFiling Date
June 23, 1993Group
3507

REFERENCE DESIGNATION*

U.S. PATENT DOCUMENTS

Examiner Initial	* Document No.	Date	Name	Class	Sub Cl.
AA	1,202,593	10/24/16	Scott		
AB	2,931,117	04/05/60	Bosworth et al.		
AC	3,661,664	05/09/72	Lundell		
AD	3,707,794	01/02/73	Mabrey et al.		
AE	3,853,675	12/10/74	Edwards		
AF	4,033,619	07/05/77	Cox		
AE	4,070,781	01/31/78	Sauer		
AF	4,246,713	01/27/81	Eckert		
AE	4,926,705	05/15/90	Hill		
AF	5,138,782	08/18/92	Mizoba		

FOREIGN PATENT DOCUMENTS

Examiner Initial	* Document No.	Date	Country	Trans-lation?	Class	Sub Cl.
BA						
BB						

OTHER ART
(INCLUDING AUTHOR, TITLE, DATE, PERTINENT PAGES, ETC.)

EXAMINER

DATE CONSIDERED

EXAMINER: Initial if reference considered, whether or not citation is in conformance with MPEP § 609; Draw line through citation if not in conformance and not considered. Include copy of this form with next communication to applicant.

JLM:del

EXHIBIT 3

**EXHIBIT B OF LICENSE AGREEMENT BETWEEN ImagoImage Inc. AND
Clear Choice Marketing.**

PATENT NO.	DATE	NAME
1,202,893	10/24/16	SCOTT
2,931,117	04/03/60	Bosworth et. al.
3,661,664	05/09/72	Lundell
3,707,792	01/02/73	Mabrey et. al.
3,853,675	12/10/74	Edwards
4,033,619	07/05/77	Cox
4,070,781	01/31/78	Sauer
4,242,401	12/30/80	Mitani et. al.
4,246,713	01/27/61	Eckert
4,278,022	07/14/81	Pitpatrick et.al
4,527,890	07/09/85	Helart et. al
4,928,705	03/15/90	Hill
5,138,782	08/18/92	Misobe

4,673,609

07/29/85

N:4 PS

Am.
9/15/93
PS 9-17-93